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DEC 7 - 1976

CONCILIATION

In accordance with the applicable provisions of the Civil Service Law of the State of New York, Section 209.4, it having been determined that an impasse existed between the City of Utica, N.Y., hereinafter referred to as the City, and Utica Professional Fire Fighters Association, Local 32, hereinafter referred to as the Union, on or about July 2, 1975, a Public Arbitration Panel was designated in accordance with the rules and procedures of the New York State Public Employment Relations Board.

The Chairman of the Panel is Rev. Msgr. James A. Healy of Buffalo, N.Y. The Employee Organization Panel member is John J. Przekop, of Albany, N.Y. The Employer Panel Member is Joseph J. Scarfarotti, Esq. of Utica, N.Y.

A hearing was held in Utica, N.Y., on November 8, 1976. The City was represented by Jerald R. Cureton, Esq. The Union was represented by E. Porter Felt, Esq.

BACKGROUND:

The Panel has considered carefully, in addition to the material presented at the hearing, an excellent Fact-Finding report of Theodore N. Gerber, dated April 7, 1976. The Panel is aware of the comparisons to be made between the Union and other employees of the City with regard to wages, hours, working conditions and fringe benefits.

The Panel has evaluated the data comparing the wages, hours and conditons of employment of the Union with other workers in the Utica area.

The welfare of the public and the City's ability to pay have been considered by the Panel.

The peculiar nature and hazards of Fire Fighting have also been weighed by the Panel in making its determinations.

ARGUMENTATION:

The Union in support of its position cited the City's ability to pay. The arguments about the hazards of the Fire Fighting occupation were buttressed with specific cases of injury to Utica Fire Fighters. Comparisons with Fire Fighters throughout the State were advanced with regard to the wages and fringe benefits. The ever-increasing cost of living was set forth by the Union.

The City did not appear to be opposed to a reasonable increase for the Union. Unwillingness to pay, based on the citizens' reluctance to accept higher taxes, rather than inability to pay was the main thrust of the City's argumentation. The high rate of unemployment in the Utica area in contrast to wage increases for the Fire Fighters far outstripping the increase in the cost of living over recent years was strongly set forth by the City.

The Panel does not see the need to set forth in detail the argumentation of the parties with regard to each specific item in dispute. The Fact-Finding report, a public document, has enumerated the specific arguments used by the parties in justification of their positions.

ITEMS IN DISPUTE:

1. Length of contract: The Panel directs that there shall be a two-year contract, effective January 1, 1976 and expiring December 31, 1977. Since the first year of the contract has almost expired, a two-year contract is mandated to give the parties breathing room before commencing negotiations on a successor contract. To give additional time for testing the provisions of this contract, the Panel recommends that the parties mutually agree to extend the contract to 2/15/78.

2. Wages: The Panel orders there be a \$400 wage increase across the board, retroactive to 1/1/76. This wage increase is to be paid no later than December 31, 1976. The Panel also directs a \$50 increase in longevity steps retroactive to January 1, 1976.

The Panel orders an additional \$800^{per year} per year wage increase commencing on January 1, 1977. Also, an additional increment in longevity steps of \$50 effective January 1, 1977. *pl. 415*

The increases directed by the Panel take into account the needs of both parties. The City's desire for fiscal stability is met and the Fire Fighters' need to keep abreast of increased living costs is also taken into account.

3. Continuation clause: The Panel directs that the existing contract remain unchanged except those changes specifically directed in this award or previously negotiated by the parties. The contract has a continuation clause, so it has been in effect, practically speaking, even though the nominal expiration date was December 31, 1975.

Stable labor relations are the criterion used by the Panel in the above determination.

4. Tours of duty: The City has been anxious to change the work schedule of the Fire Department, and the Union seems amenable to change, therefore, the Panel directs that the present 24-hour tours be replaced by a 10 - 14 schedule, no sooner than January 1, 1977, nor later than April 1, 1977.

5. Sick leave (Section 1. "B"): The Panel directs the following language be incorporated in the contract:

"Whenever a member of this association or his attending physician reports that the member is sick or disabled the fire surgeon may be notified by the Bureau of Fire and he may examine the sick or disabled member as soon after notification as possible either at the member's home or at the surgeon's office at the City's expense notwithstanding the fact that said member may have already been examined or already be under the care of his own physician. If examination is not feasible, the fire surgeon may immediately contact the member to determine the nature of the illness or injury."

6. Sick leave (Section 1. "H"): The Panel directs the following language be incorporated in the contract:

"Sick leave for line fire fighters, civilian employees and dispatchers within this association shall accumulate on the basis of $1\frac{1}{4}$ days per month to a maximum accumulation of 180 days. Said time shall be expended by days actually off duty because of illness or injury. In computation of sick days, which shall be considered for this purpose only a 12-hour day, that percentage of days already earned on the basis of 150 days accumulation shall be credited on a 180 day base. For example, if an employee had accumulated 100 days on the 150 day basis, equaling $\frac{2}{3}$; his accumulation will now be 120 days, or $\frac{2}{3}$ of the 180 day base."

7. Sick leave (Section 1, paragraph "I" is eliminated and "J" becomes "I", existing "K" is deleted and existing "L" becomes "K"). The Panel directs the following change in the language of new "I."

"All members entering the Department shall be credited upon appointment with 15 day sick leave for use during the first three years of their employment."

8. Personal man for man leaves (Section 5, "A" I): The Panel directs the following language be incorporated in the contract, and "B" be eliminated:

"Such leaves shall be submitted to and may be accepted by the

Company Commander, or in his absence, by the officer or member in charge of the fire house during the day. Notice of requests for such leave shall be submitted at least 24 hours in advance, except in case of emergency."

9. Parity of Salaries (Article IV, section 2): The Panel orders the deletion of this section of the contract. The Panel directs the inclusion of the following as a new section 2 in the contract:

"The City shall continue to provide each member of the Utica Professional Fire Fighters Association and their dependents with a fully-paid hospitalization plan equivalent to the Blue Cross-Blue Shield S6Z Plan with a \$50 deductible and a Major Medical rider as part thereof."

10. Overtime (Section 4 is renumbered 3, A I becomes A, and (2) is deleted): The Panel directs the following language be incorporated in the contract:

"All overtime shall be paid on a monthly basis on the 21st day of the month following the month in which it is earned."

11. Call back overtime (New 3 "C"): The Panel directs the inclusion of the following language in the contract:

"All multiple alarm fire call back overtime shall be paid at a time and one half rate factor with minimums as follows:- "(The minimums remain unchanged.)

The Panel also directs the inclusion of a new "D" reading as follows:

"All other call backs shall be paid at regular pay rates."

The Panel also directs the inclusion of a new "E" reading as follows:

"If a man is held over for 30 minutes or less, he will be paid at his regular pay rate. After 30 minutes, his time shall be computed at time and one half."

12. Holidays (Section 5, A): The Panel directs the modification of this paragraph to read as follows:

"During the year 1976 and 1977, all members of the Utica Professional Fire Fighters Association, with exception of the Signal Department and the Maintenance Department, shall be paid in monies for 96 hours. Said monies will be paid on or before the 11 day of December 1976, 1977 respectively."

13. Holidays (Section 5, new "B"): The Panel directs the inclusion of the following language:

"All members included above shall receive upon their retirement, holiday pay earned at 24 hours per calendar year quarter."

14. Out of Title Pay (Section 6, new "B"): The Panel orders the inclusion of the following language in the contract: "Out of title work shall be given to any member of the Utica Professional Fire Fighters Association who is on a promotional list or with 19 years of service. Absolute preference shall be given to any men planning to retire."

15. Vacations (Section 7 A): A change in scheduled vacation is necessitated by the change from the 24 hour days to an average 12 hour day. The amount of actual hours of vacation time remains unchanged. To compensate for this change the Panel orders the contract amended as follows:

Change 6 working days to 12 working days.

Change 7 working days to 14 working days.

Change 8 working days to 16 working days.

Change 9 working days to 18 working days.

16. Vacations (Section 7 A): The Panel directs the addition of the following clarifying language to the contract:

"Vacation time is earned during the previous calendar year worked" and "Seniority shall prevail on the choice of one vacation cycle."

17. Clothing Allowance (Section 14 "A"): The Panel directs the modification of the existing paragraph as follows:

"The City shall continue to furnish fatigue uniforms. Said fatigue uniforms shall be made of 100% cotton fire stop material. The City further agrees to provide the supplier of such uniforms with the official department emblem and the American flag to be placed on such uniforms at the next competitive bid on our fatigue uniforms."

18. Manning of apparatus (Article VI, section 12 "A"): The Panel directs the modification of this sentence as follows:

"The City agrees that there shall be no less than 11 pieces of apparatus in service each day."

The Panel also directs that "B" and "C" of Section 12 remain unchanged.

19. Vacancies on apparatus, etc. (Article VI, Section 17): The Panel directs the replacement of the existing language with the following paragraphs:

"In filling vacancies on apparatus and switch-board, the Chief shall notify the association membership of such vacancy by posting a notice on each station bulletin board as soon as a vacancy exists. If any member of this association has the ability and qualifications for the work involved, and has been a member of the Bureau of Fire for a full 36 months of service, he may request a transfer to fill the vacancy, in writing within five (5) days.

"The Chief will fill the vacancy by transferring the member having the greatest seniority and everything being equal, within 15 days of the date of the posting.

"Members may only submit one transfer request within a 36-month period.

"When companies are taken out of service permanently, members will be able to have seniority rights on existing companies in service.

"The above section may be waived for disciplinary reasons or for a balanced work force."

20. Book of Rules (Article VI, was Section 21, now Section 19): The Panel directs the replacement of former section 21 with the following language.

"The present Book of Rules of the Bureau of Fire shall be re-written by the City and made to conform with this present contract."

21. Officers changing Platoons (Article VI, Section 20): The Panel directs the inclusion of the following language:

"When officers are requested to change platoons in January or July, they shall make their own arrangements with each other within their respective companies to get themselves onto the right platoon within 30 days of the posted notice of change."

22. Veterans Time (Article VI, Section 21): The Panel orders the inclusion of the following language in the contract:

"Veteran's days and compensatory days will be scheduled for all members of the Department by the Chief. Days may not be re-scheduled without both parties agreeing, except in case of emergency."

23. Verbal Orders (Article VI, Section 22): The Panel directs the inclusion of the following language in the contract:

"All verbal orders by the Mayor, Public Safety Commission, Fire Chief, or any designated commander, concerning policy matters involving individuals or personnel of the Utica Professional Fire Fighters Association shall be confirmed in writing within 24 hours of the verbal order and placed in a file to become a part of a permanent record."

24. Officer Call Backs (Article VI, Section 23): The Panel directs the inclusion of the following language in the contract:

"Only officers shall be called back to work for other officers. Privates can only be called back to work for officers if officers cannot be reached to return to duty."

James A. Healy
Rev. Msgr. James A. Healy
Chairman

Buffalo, 12/6/76

Richard A. Slisz
RICHARD A. SLISZ
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1977

Joseph J. Sciarrotti
Joseph J. Sciarrotti, Esq.
Employer member

12/7/76

John J. Przekop
John J. Przekop
Employee member

Frances A. Zanetti
FRANCES A. ZANETTI
Notary Public, State of New York
Qualified in Erie County
My Commission Expires March 30, 1978

FIREFIGHTER'S CONTRACT
WITH CITY OF UPTON

<u>Rank</u>	<u>Years in Bureau</u>	<u>Beginning Jan. 1 '75</u>	<u>Beginning Jan. 1 '76</u>	<u>Beginning Jan. 1 '77</u>
FIRE FIGHTER	1	\$ 8,840.00	\$ 9,240.00	\$10,140.00
	2	9,200.00	9,600.00	10,500.00
	(Base) 3-5	10,125.00	10,525.00	11,475.00
	6-10	10,225.00	10,675.00	11,625.00
	11-15	10,325.00	10,775.00	11,725.00
	16-20	10,425.00	10,875.00	11,825.00
	21-Ret.	10,525.00	10,975.00	11,925.00
LIEUTENANT	(Base) 3-5	11,135.00	11,535.00	12,435.00
	6-10	11,235.00	11,685.00	12,635.00
	11-15	11,335.00	11,785.00	12,735.00
	16-20	11,435.00	11,885.00	12,835.00
	21-Ret.	11,535.00	11,985.00	12,935.00
CAPTAIN AND SIGNALMAN	(Base) 3-5	12,245.00	12,645.00	13,545.00
	6-10	12,345.00	12,795.00	13,745.00
	11-15	12,445.00	12,895.00	13,845.00
	16-20	12,545.00	12,995.00	13,945.00
	21-Ret.	12,645.00	13,095.00	14,045.00
ASST. SUP'T OF MAINTENANCE	(Base) 3-5	12,445.00	12,845.00	13,745.00
	6-10	12,545.00	12,995.00	13,945.00
	11-15	12,645.00	13,095.00	14,045.00
	16-20	12,745.00	13,195.00	14,145.00
	21-Ret.	12,845.00	13,295.00	14,245.00
SUP'T OF MAINT. & CHIEF OPERATOR	(Base) 3-5	13,365.00	13,765.00	14,665.00
	6-10	13,465.00	13,915.00	14,865.00
	11-15	13,565.00	14,015.00	14,965.00
	16-20	13,665.00	14,115.00	15,065.00
	21-Ret.	13,765.00	14,215.00	15,165.00
DEPUTY CHIEF	(Base) 3-5	13,465.00	13,865.00	14,765.00
	6-10	13,565.00	14,015.00	14,965.00
	11-15	13,665.00	14,115.00	15,065.00
	16-20	13,765.00	14,215.00	15,165.00
	21-Ret.	13,865.00	14,315.00	15,265.00
CHIEF INSPECTOR & SUP'T OF SIGNAL	(Base) 3-5	14,810.00	15,210.00	16,110.00
	6-10	14,910.00	15,360.00	16,310.00
	11-15	15,010.00	15,460.00	16,410.00
	16-20	15,110.00	15,560.00	16,510.00
	21-Ret.	15,210.00	15,660.00	16,610.00
ASST. CHIEF	(Base) 3-5	16,290.00	16,690.00	17,590.00
	6-10	16,390.00	16,840.00	17,790.00
	11-15	16,490.00	16,940.00	17,890.00
	16-20	16,590.00	17,040.00	17,990.00
	21-Ret.	16,690.00	17,140.00	18,090.00